



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA FILED IN DISTRICT COURT
OKLAHOMA COUNTY

CASADY "N" COMPANY, L.L.C., an Oklahoma)
limited liability company; ROBERT A.)
HAIGES; TRITON INVESTMENT, L.L.C.,)
an Oklahoma limited liability company)

Plaintiffs,)

vs.)

AMERICA FIRST INSURANCE; WEST)
AMERICA INSURANCE COMPANY;)
and LIBERTY MUTUAL INSURANCE)
COMPANY,)

Defendants.)

MAY 19 2014

TIM RHODES
COURT CLERK

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Case No.: 2014-2865

PETITION

COME NOW the Plaintiffs, Casady "N" Company, L.L.C., an Oklahoma limited liability company, Robert A. Haiges, and Triton Investment, L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Casady"), and for its claims against America First Insurance, West America Insurance Company, and Liberty Mutual Group Insurance Company (hereinafter referred to as "Insurance Company"), state as follows, to-wit:

1. Plaintiffs Casady "N" Company, L.L.C. and Triton Investment, L.L.C., are limited liability companies organized and existing under the laws of the State of Oklahoma, with its principal place of business in Oklahoma County, Oklahoma. Plaintiff Robert A. Haiges is an individual named as an additional insured.
2. Defendants are foreign insurance companies organized and existing under the laws of states other than Oklahoma, with their principal places of business outside the State of Oklahoma.

EXHIBIT

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3. The events which gave rise to this action took place in Oklahoma County, Oklahoma. This Court has proper jurisdiction and venue of this matter.
4. At all times relevant to this action, Plaintiffs were the named insureds under a policy of insurance issued by Defendant Insurance Company bearing policy number BKW52634430.
5. The policy in question covered damages to Plaintiffs' business property, including hail damage.
6. On May 29, 2012, a hailstorm went through the City of Oklahoma City causing severe property damage to the roof of Plaintiffs' property located at 2921 N. Oklahoma Avenue in Oklahoma City, **Oklahoma**.
7. Plaintiffs immediately placed Defendant Insurance Company on notice of a claim to be compensated pursuant to the insurance policy.
8. Defendant Insurance Company has failed to pay the total amount of damages properly due to Plaintiffs pursuant to the terms and conditions of the insurance policy.
9. Defendant Insurance Company has breached the insurance contract between the parties and is indebted to Plaintiffs for damages to the roof that should have been totaled as a result of the hail damage covered by the policy in question.
10. Defendant Insurance Company, instead of paying the total amount of damages to Plaintiffs, which amount was estimated by one of Defendant Insurance Company's adjusters at \$149,500.00, only paid Plaintiffs \$50,761.44 on December 20, 2012 and has refused to make any further payment to Plaintiffs.
11. Defendant Insurance Company has failed to properly evaluate, investigate and pay

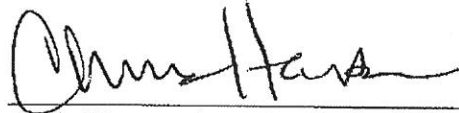
Plaintiffs' claim.

12. Defendant Insurance Company's actions in failing to properly investigate and evaluate Plaintiffs' claim and in failing to properly pay Plaintiffs for damages pursuant to the insurance policy constitutes a breach of the covenant of good faith and fair dealing.

13. Defendant Insurance Company's actions were taken in reckless disregard of their duty to deal fairly and act in good faith with Plaintiffs, or were taken intentionally and with malice toward Plaintiffs, and warrant the imposition of punitive damages pursuant to 23 O.S. §9.1.

14. As a result of Defendant Insurance Company's breach of contract and bad faith, Plaintiffs are entitled to damages in excess of \$75,000.00 for breach of contract and in excess of \$75,000.00 for punitive damages against the Defendant Insurance Company, plus all equitable relief as the Court deems proper.

Respectfully submitted,



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